EXHIBIT A

ELLIOTT MANAGEMENT CORPORATION, Plaintiff,
v.
ALAN HIRST, RAGURAMAN SRINIVASAN, STECH SOLUTIONS, INC. AND ALOMGIR MIAH, Defendants
Index No. 600239/08

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ELLIOTT MANAGEMENT CORPORATION, Plaintiff, - against - ALAN HIRST, RAGUMARN SRINIVASAN, S TECH and ALOMGIR MIAH, Defendants.	Index No. 600239/08 Date Purchased: January 25, 2008 **SUMMONS** The basis of the venue is the residence of plaintiff.

To the above-named defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, upon plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York); and, in case of your failure to appear or answer, judgment will be taken against each of you by default for the relief demanded in the complaint.

Dated: January 25, 2008

KLEINBERG, KAPLAN, WOLFF & COHEN, P.C.

By: ______________________
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Attorneys for Plaintiff **ELLIOTT MANAGEMENT CORPORATION**

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ELLIOTT MANAGEMENT CORPORATION, Plaintiff, - against - ALAN HIRST, RAGUMARN SRINIVASAN, S TECH and ALOMGIR MIAH, Defendants.	:	Index No. 600239/08 **VERIFIED COMPLAINT**

Plaintiff Elliott Management Corporation ("Management"), by its attorneys Kleinberg, Kaplan, Wolff & Cohen, P.C., as and for its Verified Complaint, alleges as follows:

Nature of the Action

1. Management brings this action to seek redress against the defendants and others acting with them for stealing, usurping and misappropriating confidential and proprietary intellectual property and information technology developed by and belonging to Management, and for converting and disseminating this property and technology for their own use. One of the defendants was a full-time employee of Management and one of them was a full-time consultant to Management, and both were responsible for working with the very property and technology they took despite agreements by them to maintain the confidentiality of that proprietary information.

2. By this action, Management seeks not only money damages and to hold the defendants responsible for delivering Management's confidential and proprietary information to third parties, but also equitable and injunctive relief including orders (a)

preliminary and permanently enjoining the defendants and those acting in concert with them from further utilizing, copying and disseminating any of Management's intellectual property or information technology, (b) preliminarily and permanently enjoining the defendants and those acting in concert with them from destroying, deleting, erasing, obscuring, transferring or otherwise disposing of Management's intellectual property or information technology, (c) directing the defendants and those acting in concert with them to return to Management any and all Management intellectual property or information technology in their possession or subject to their control, and (d) granting to Management an accounting of all moneys, profits and benefits received by the defendants by reason of or relating to Management's intellectual property or information technology.

The Parties

3. Management is a corporation organized and existing under the laws of the State of Delaware with its principal office located at 712 Fifth Avenue, New York, New York 10019. Management is the investment manager to Elliott Associates, L.P. and other related funds having an aggregate of over $9 billion under management. Among other strategies, Management uses highly sophisticated, proprietary computer applications in order to manage portions of the funds for which it is responsible. These applications are developed at Management through the expenditure of large amounts of time, effort and money and are kept strictly confidential.

4. Upon information and belief, defendant Alan Hirst ("Hirst") is a citizen of the State of New York. At all relevant times, Hirst was either the sole owner or a principal of defendant S Tech ("S Tech"). Hirst speaks with a British accent.

5. Defendant Ragumarn Srinivasan ("Srinivasan") is a citizen of the State of New Jersey. At all relevant times, Srinivasan was a full-time employee of Management working in the Applications Development Department. Upon information and belief, between approximately October 2007 and the present, Srinivasan also has become a principal in S Tech.

6. Upon information and belief, S Tech is a corporation or other entity organized and existing under the laws of the State of New York with principal offices located at in the City and State of New York. S Tech is in the business of providing information technology services to investment managers which compete with Management.

7. Alomgir Miah ("Miah") is a citizen of the State of New Jersey. At all relevant times, Miah was a full-time consultant to Management working in the Applications Development Department.

Management's Computer Application

8. In order to facilitate an ability to analyze loans, bonds and related instruments for the purpose of trading bonds and other instruments, personnel at Management developed a highly-sophisticated computer application (the "Application").

9. The Application enables Management to manage a portfolio of various kinds of bonds, including asset-backed securities and packages of mortgage and other loans. The analytical features of the Application enable Management to organize and analyze large amounts of data relating to the underlying loans primarily purchased from commercial databases, to perform scenario analyses for these bonds and to project

their performances in varied market conditions in order to make educated trading decisions, and to display and manage the results of the analyses along with other relevant information to inform Management's trading decisions with respect to the bonds and related instruments.

10. Management developed the Application, including:

- The overall architecture, design and implementation of this Application.
- The high level mechanisms, configurations and database interface mechanisms that provided the environment for the Application.
- The mechanism to package the data and interface with the commercial analytical engine to accept and analyze the data and output the results in a form that can be used by other parts of the Application.
- The ability to run the Application in a multi-threaded environment, greatly enhancing performance and hence the ability to run alternative scenarios and to utilize the results in a timely manner.
- The architecture, design and coding of the Application that made it grid computing enabled.
- The database storage mechanism for managing the scenarios, assumptions and conditions which are inputs to the analytical process.

11. Development of the Application at Management took the work of at least four people over a period of two years. Although the Application was designed and implemented by others at Management, Srinivasan, since approximately May 2006, and Miah, since March 2007, have worked virtually full time implementing developments to the Application, maintaining it and assisting with its operation.

The Confidentiality and Proprietary Nature of the Application

12. The operation of Management's business involves the development and use of information that is both confidential and proprietary to Management. Management therefore takes precautions to protect the confidentiality of its information.

13. For example, Management requires all of its employees, including Srinivasan, to execute and comply with an Information Protection Agreement. That Information Protection Agreement provides that Management and the employee may provide services for the benefit of several related companies (the "Companies"). It goes on to state:

> "The Companies engage in various portfolio management, advisory and/or trading activities. In connection with the foregoing, they develop and/or utilize information that is considered to be proprietary and/or confidential information of one or more of the Companies. Such confidential and/or proprietary information is sometimes hereinafter referred to as the "Protected Information."

It then states:

> "In connection with performing services for and on behalf of Management, Employee may develop and/or will have access to Protected Information."

14. Protected Information is defined to include:

> "[I]nformation relating to any investment position, contract, asset, liability or obligation (whether held "long" or "short") ("Position"), and any analysis and/or strategy relating to any such Position; . . . information that is designated, expressly or by implication, by any of the Companies as confidential or proprietary information; and . . . any other information of a type customarily considered confidential or proprietary by persons engaged in portfolio management and/or trading activities."

15. In his Information Protection Agreement, Srinivasan acknowledged that Protected Information belongs to the Companies and may not be used for any other person's benefit:

> "Protected Information (whether made available to the Employee or developed by the Employee while employed by Management) is the property of the Companies. Employee agrees that Protected Information shall be kept confidential by the Employee, and shall not be, directly or indirectly, copied, utilized or exploited by him or communicated to any third person (except as required in connection with his performance of services for or on behalf of Management, or except as otherwise required by law)."

16. Significantly, Srinivasan agreed that all Protected Information must be returned to Management on demand:

> "On demand made at any time by Management, Employee shall return to Management any and all copies (whether physical or electronic) of documents including any Protected Information."

17. Srinivasan further specifically acknowledged that Management may obtain injunctive relief in addition to damages for any breach or threatened breach of the provisions of the Information Protection Agreement:

> "Employee ... acknowledges that any breach of the ... [above described] provisions of this Agreement will cause irreparable injury to Management and the Companies. Accordingly, Employee agrees that Management and the Companies are entitled to relief by way of restraining order or injunction against any breach or threatened breach of the foregoing provisions of this Agreement, in addition to and not in lieu of any other rights which it or they may have at law or under this Agreement."

18. Srinivasan further agreed, among other things, to account for and pay to Management and the Companies for any benefit he received as a result of his breach of the Information Protection Agreement:

"Employee further acknowledges that, in the event that Employee breaches the provisions of [the above-described] paragraphs ... of this Agreement, the Companies will suffer damage but the amount of the damage may be difficult to ascertain at the time of such breach. In addition, Employee acknowledges that it would be unfair for him to benefit as a result of any breach of the foregoing provisions of this Agreement. Accordingly, Employee agrees that, in addition to any other rights that Management or the Company may have, the Employee shall account for, and pay to Management and the Companies an amount equal to, the compensation, profit or gain received or receivable, directly or indirectly, by the Employee arising out of or relating to any material breach of the provisions of [those] paragraphs ... of this Agreement. This remedy is in addition to, and not in lieu of, any other rights or remedies available to Management or the Companies under this Agreement or at law."

19. In addition, Srinivasan agreed to comply with Management's policies and procedures, including its Outside Business Activities Policy, and to account for and pay to the Companies for any benefit he received as a result of his breach of those policies and procedures:

"Employee agrees to comply with Management's procedures and policies from time to time in effect. Such procedures and policies are set forth in part in Management's Employee Handbook."

"Without limiting the foregoing, Employee agrees to comply with Management's ... Outside Business Activities Policy, as such policies may be changed from time to time (the "Employee Conduct Policies"). Employee acknowledges that Management and the Companies would suffer damages if he fails to comply with the Employee Conduct Policies, but the amount of such damage may be difficult to determine at the time of such breach. In addition, it would be unfair for Employee to benefit from a material breach of either of the Employee Conduct Policies. Therefore, Employee agrees that, with respect to any material breach of either of the Employee Conduct Policies, Employee shall account for, and pay over to the Companies, any and all compensation, profit or gain received or receivable, directly or indirectly, as a result of any such breach of either of such policies. This remedy is in addition to, and not in lieu of, any other rights or remedies available to Management or the Companies under this Agreement or at law."

20. Srinivasan further acknowledged in writing that he would comply with Management's Outside Business Activities Policy as follows:

> "[E]mployee may not engage in any outside business activities whatsoever, other than rendering services to the Company [Management]. Any questions regarding what constitutes a "business activity" should be discussed directly with the CCO [Chief Compliance Officer].
>
> Any violation of this policy ... is considered an extremely serious breach of the basic assumptions underlying the relationship between the Company and the Covered Persons (including employees) and may result in disciplinary action, up to and including termination of employment."

21. Srinivasan also agreed that all of Management's remedies under the Information Protective Agreement or otherwise are cumulative:

> "All remedies under this agreement are cumulative, in addition to any remedies otherwise available, and may be applied in any order."

22. Srinivasan acknowledged in writing, in the Information Protection Agreement, that:

> "Immediately upon the termination of my employment with the Company [Management], I am required to return all Company-owned property, including, but not limited to, confidential or proprietary business information of the Company, computer files, diskettes, documents (electronic or otherwise), computer databases, manuals, computer equipment, computer software, files, money, securities, keys, credit cards, handbooks, financial and other reports, notes and all other information or property obtained or used by me in the course of my employment."

23. Srinivasan certified in writing, on December 24, 2007, that he was aware of no past or current material violation of Management's rules and policies, and that he has been in full compliance with the terms of his Information Protection Agreement and Management's Outside Business Activities Policy (the "Certification"). In exchange for

this certification and for services rendered, Management paid to Srinivasan a $100,000 discretionary bonus.

24. Management similarly requires all consultants, including Miah, to sign an Information Protective Agreement that contains parallel provisions. Thus, both Srinivasan and Miah were at all times bound to comply with those provisions, including:

- Their acknowledgement that they may develop and/or have access to Protected Information.
- Their acknowledgement that Protected Information included, inter alia, analyses and strategies relating to Management investment positions; information designated, expressly or by implication, as confidential or proprietary; and information customarily considered confidential or proprietary by persons engaged in portfolio management and/or trading activities.
- Their acknowledgement that Protected Information may not be disclosed or communicated to, or used for the benefit of, any person or entity other than Management or the Companies.
- Their acknowledgement that Management may obtain injunctive relief as well as money damages for breach or threatened breach of their obligations, and that all of Management's remedies are cumulative.
- Their acknowledgment to account for and pay to Management or the Companies for any benefit received by them as a result of the breach of their obligations.
- Their acknowledgement that they would not engage in outside business activities for any entity where a Management employee or other individual engaged by Management renders services, and that they would not solicit Management employees or other individuals engaged by Management.
- Their acknowledgement that the Protected Information must be returned to Management upon termination or demand.

Defendants' Misappropriation of the Application

25. In or about October 2007, defendants Hirst and S Tech were contractors or subcontractors on a project for a different, unrelated fund to develop an application for the other fund that would perform similar functions as does the Application. Facing a tight deadline to have that application at the other fund up, running and functional, and unable to meet that deadline by writing the code for that application, Hirst and S Tech conspired with Srinivasan and Miah to misappropriate the computer code, structure, process and other components of the Application from Management and to use it to build the application for the other fund. (Hirst interviewed for a position in Management's Applications Development Department in late 2006. Although he was not hired, Hirst, who knew Srinivasan, learned about Management's development of the Application.)

26. Hirst and S Tech first approached Srinivasan who, in violation of his agreements with Management, accepted the assignment and performed work for Hirst and S Tech. In further violation of his agreements with Management, Srinivasan then recruited Miah to work with him on this illicit project. Miah, in violation of his agreements with Management, agreed to do so.

27. As part of their illicit work for Hirst and S Tech, Srinivasan and Miah copied and misappropriated substantial amounts of the confidential and proprietary computer code, structure, process and other components of the Application that had been developed by Management and used them to help build the application for the other fund. Hirst and S Tech had knowledge of the misappropriation by Srinivasan and Miah and,

upon information and belief, requested that they misappropriate Management's proprietary property and information technology.

28. In particular, and without limitation, each of Srinivasan and Miah copied the computer code for the Application onto at least the Management laptops they had been issued in connection with their work at Management and also onto the personal laptop purchased by Srinivasan for the purpose of their illicit work for the other fund. They also tested the application delivered to the other fund on Management servers and computers.

29. Upon information and belief, the computer code for the Application also has been copied to other places, including devices in the possession and control of Srinivasan as well as Hirst and S Tech.

Defendants' Attempt To Cover Their Tracks

30. Management learned of defendants' illicit activity on January 16, 2008. Management immediately terminated Srinivasan's employment and took immediate steps to secure its computer network from any further improper invasion by Srinivasan, Miah or others.

31. Management had personnel from its Information Technology Department accompany each of Srinivasan and Miah to his home to collect all Management property from them, including their Management laptops, as well as the personal laptops onto which Srinivasan had copied the Application's computer code.

32. While on the way to his home, Srinivasan had several telephone conversations with at least two people. One conversation was in English to a person with

a British accent. The Information Technology person accompanying Srinivasan could hear the person with the British accent repeatedly saying "Erase everything." Upon information and belief, the other conversation was with Srinivasan's wife. Although that conversation was not primarily in English, the Management Information Technology person accompanying Srinivasan heard them use the words "personal laptop."

33. When Srinivasan and the Management Information Technology person arrived at Srinivasan's home, Srinivasan would not permit the Management person to enter. Rather, Srinivasan went into the house and stayed inside for a total of approximately 10 minutes, turning over in piecemeal Management's property, including the Management laptop he had been issued. The inference was unmistakable that Srinivasan had indeed attempted to "erase everything" as he had been told to do by his British-accented colleague.

34. Amazingly, when Srinivasan emerged from his home, he reported that he had "discovered" that his wife (to whom he had spoken about his personal laptop less than an hour before) had taken the laptop with her and that it was not at home.

35. After first volunteering to do so, Srinivasan has failed and refused to turn over to Management the personal laptop onto which he copied the computer code for the Application.

36. Miah, unlike Srinivasan, promptly turned over to Management all Management property, including Management's laptop.

37. Upon information and belief, Hirst, S Tech, Srinivasan and others acting in concert with them have retained copies of the computer code, structure, process and other components of Management's Application so that they may continue to develop and service the application they installed for the other fund, as well as to attempt to market it to others. They are, upon information and belief, continuing to take steps to "erase" all traces of the code and other components of the Application that would show that they were misappropriated from Management.

As and for a First Cause of Action – Injunction
(All Defendants)

38. Management repeats and realleges each and every allegation contained in paragraphs 1 through 37 above as if here fully set forth.

39. The defendants, and each of them, have illegally and improperly misappropriated and copied confidential and proprietary computer code, structure, process and other components of the Application that belong to Management and are trying to "erase" all traces of their improper activity, as set forth above. It is likely that defendants and others acting with them are wrongfully seeking to market Management's stolen code and other components of the Application to others as their own.

40. Management has no adequate remedy at law.

41. By reason of the foregoing, Management seeks temporarily, preliminarily and permanently to enjoin and prevent each of the defendants and all others acting in concert with them from:

> a) Utilizing, copying and disseminating any of Management's intellectual property or information technology including any

computer code, structure, process or other component relating to the Application or the application developed for the other fund or any other materials relating to either of them; and

b) Destroying, erasing, obscuring, transferring or otherwise disposing of Management's intellectual property or information technology including any computer code, structure, process or other component relating to the Application or the application developed for the other fund or any other materials relating to either of them.

42. Absent the foregoing relief, Management will be damaged irreparably.

43. Because it appears that Srinivasan, the person with the British accent and others may be attempting to "erase everything," that notice of Management's request for injunctive relief may cause them to accelerate that effort, and that time is of the essence, Management requests that a temporary restraining order issue on an ex parte basis.

As and for a Second Cause of Action – Replevin
(Hirst, Srinivasan and S Tech)

44. Management repeats and realleges each and every allegation contained in paragraphs 1 through 43 above as if here fully set forth.

45. The defendants, and each of them, have illegally and improperly misappropriated, copied and disclosed the confidential and proprietary computer code, structure, process and other components of the Application that belong to Management and are trying to "erase" all traces of their improper activity, and it is likely that defendants and others acting with them are wrongfully seeking to market Management's stolen code and other components of the Application, all as set forth above.

46. Management is the developer and owner of the Application and is solely entitled to possession of the Application, including all of its code, structures, processes and other components.

47. Certain of the Application's code, structures, processes and other components are being wrongfully held by Hirst, Srinivasan and S Tech.

48. Since the full extent of the defendants' wrongdoing is presently unknown, the value of the misappropriated code, structure, process and other components cannot be determined at this time.

49. Management has no adequate remedy at law.

50. The defendants have no defense to Management's cause of action for replevin.

51. By reason of the foregoing, Management seeks an order and judgment directing Hirst, Srinivasan and S Tech and those acting in concert with them to identify the third parties to whom they delivered Management's confidential and proprietary intellectual property and information technology, and to return to Management any and all Management intellectual property or information technology including any computer code, structure, process or other components relating to the Application or the application developed for the other fund or any other materials relating to either of them.

52. Because it appears that Srinivasan, the person with the British accent and others may be attempting to "erase everything," that notice of Management's request for replevin may cause them to accelerate that effort, and that the misappropriated property

and information technology will likely be made unavailable for seizure, Management requests that a temporary restraining order issue on an ex parte basis.

As and for a Third Cause of Action – Misappropriation of Trade Secrets
(All Defendants)

53. Management repeats and realleges each and every allegation contained in paragraphs 1 through 52 above as if here fully set forth.

54. Management's Application and all of its code, structures, processes and other components constitute confidential, proprietary trade secrets belonging to Management.

55. The defendants, and each of them, have illegally and improperly misappropriated, copied and disclosed Management's confidential and proprietary computer code, structures, processes and other components of the Application, for their own benefit.

56. Management has been damaged by virtue of the defendants' misappropriation.

57. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Fourth Cause of Action – Conversion
(All Defendants)

58. Management repeats and realleges each and every allegation contained in paragraphs 1 through 57 above as if here fully set forth.

59. Management's Application and all of its code, structures, processes and other components constitute confidential, proprietary trade secrets belonging to Management.

60. By virtue of each of the defendants' misappropriation and theft of certain of Management's code, structure, process and other components of the Application, defendants, intentionally and without authority, exercised control over Management's code, structures, processes and other components of the Application and interfered with Management's superior and exclusive right of possession and property interest in the Application and related components.

61. Management has demanded the return of the converted property and information technology, but defendants (other than Miah) have refused to return it.

62. Management has been damaged by virtue of the defendants' conversion.

63. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Fifth Cause of Action – Civil Theft
(All Defendants)

64. Management repeats and realleges each and every allegation contained in paragraphs 1 through 63 above as if here fully set forth.

65. The defendants, and each of them, intentionally, illegally and improperly misappropriated and stole confidential and proprietary computer code,

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structures, processes and other components of the Application belonging to Management, depriving Management of its property and information technology and the its rights therein.

66. Management has been damaged by virtue of the defendants' theft.

67. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Sixth Cause of Action – Breach of Contract
(Srinivasan and Miah)

68. Management repeats and realleges each and every allegation contained in paragraphs 1 through 67 above as if here fully set forth.

69. Srinivasan and Miah breached each of their express and implied contractual obligations owed to Management under their respective Information Protection Agreements, the Management Outside Business Activities Policy and all other Management policies, rules and regulations, and Srinivasan's Certification, by, among other things, illegally and improperly misappropriating, copying and disclosing the confidential and proprietary property and information technology belonging to Management, by seeking to sell them to others as their own, and by engaging in business activities unrelated to Management business, all as set forth above.

70. Management has been damaged by virtue of these defendants' breaches of contract.

71. By reason of the foregoing, Management is entitled to recoup payment of the $100,000 bonus to Srinivasan and, additionally, recover damages in an amount to be determined at trial, plus interest.

As and for a Seventh Cause of Action – Breach of Fiduciary Duty of Loyalty
(Srinivasan and Miah)

72. Management repeats and realleges each and every allegation contained in paragraphs 1 through 71 above as if here fully set forth.

73. Srinivasan and Miah, by virtue of their full-time employment and consulting relationships with Management and the trust and confidence reposed in each of them, breached their fiduciary duties of loyalty and trust owed to Management by, among other things, illegally and improperly misappropriating, copying and disclosing the confidential and proprietary property and information technology belonging to Management, and by seeking to sell them to others as their own, all for their personal benefit.

74. Management has been damaged by virtue of these defendants' breaches of their fiduciary duties of loyalty.

75. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Eighth Cause of Action – Unjust Enrichment
(All Defendants)

76. Management repeats and realleges each and every allegation contained in paragraphs 1 through 75 above as if here fully set forth.

77. The defendants are in possession of computer code and other components of Management's Application by virtue of their illegal and improper misappropriation and theft of them.

78. This computer code and the other components of the Application rightfully belong to Management, and the defendants, and all of them, have benefited from, and continue to benefit from, their wrongful and unauthorized possession, use and actual or attempted sale of the foregoing code and other components.

79. Management has been damaged by virtue of the defendants' unjust enrichment.

80. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Ninth Cause of Action – Interference with Contractual Relations
(Hirst, Srinivasan and S Tech)

81. Management repeats and realleges each and every allegation contained in paragraphs 1 through 80 above as if here fully set forth.

82. Srinivasan and Miah each entered into Information Protection Agreements with Management, and they each agreed to bound by the Management Outside Business Activities Policy and all other Management policies, rules and regulations.

83. At all relevant times, Hirst, S Tech and Srinivasan each knew of the existence of Miah's Information Protection Agreement with Management, and Miah's

agreement to be bound by the Management Outside Business Activities Policy and all other Management policies, rules and regulations.

84. At all relevant times, Hirst and S Tech each knew of the existence of Srinivasan's and Miah's Information Protection Agreements with Management, and their agreements to be bound by the Management Outside Business Activities Policy and all other Management policies, rules and regulations.

85. Hirst, S Tech and Srinivasan each intentionally induced Miah to breach his obligations under his Information Protection Agreement and his agreement to be bound by the Management Outside Business Activities Policy and all other Management policies, rules and regulations, by, among other things, requesting, encouraging, urging, paying and/or causing him illegally and improperly to misappropriate, copy and disclose the confidential and proprietary computer code, structure, process and other components of the Application belonging to Management, to seek to sell Management's stolen code and other components of the Application, and to engage in unauthorized business activities not related to Management's business.

86. Hirst and S Tech each intentionally induced Srinivasan and Miah to breach their respective obligations under their Information Protection Agreements and their agreements to be bound by the Management Outside Business Activities Policy and all other Management policies, rules and regulations, by, among other things, requesting, encouraging, urging, paying and/or causing them illegally and improperly to misappropriate, copy and disclose the confidential and proprietary computer code, structure, process and other components of the Application belonging to Management, to

seek to sell Management's stolen code and other components of the Application, and to engage in unauthorized business activities not related to Management's business.

87. Management has been damaged by virtue of the defendants' interference with contractual relations.

88. By reason of the foregoing, Management is entitled to recover damages in an amount to be determined at trial, plus interest.

As and for a Tenth Cause of Action – Accounting
(All Defendants)

89. Management repeats and realleges each and every allegation contained in paragraphs 1 through 88 above as if here fully set forth.

90. The defendants, each of them, have illegally and improperly misappropriated, copied and disclosed Management's confidential and proprietary computer code, structure, process and other components of the Application, for their own benefit.

91. Management has been damaged by virtue of the defendants' interference with contractual relations.

92. Management has no adequate remedy at law.

93. By reason of the foregoing, Management is entitled to an accounting of all monies, profits and benefits received by each of the defendants relating in any way to Management's intellectual property or information technology including the Application and all of its computer code, structures, processes and other components.

Compliance with CPLR § 2217(b)

94. Management has not made any prior requests for the relief requested in the accompanying Order To Show Cause.

WHEREFORE, plaintiff Management demands judgment against defendants Hirst, Srinivasan, S Tech and Miah, jointly and severally, as follows:

(a) On the first cause of action, for a preliminary and permanent injunction enjoining each of the defendants and all others acting in concert with them from (i) utilizing, copying and disseminating any of Management's intellectual property or information technology including any computer code, structure, process or other component relating to the Application or the application developed for the other fund or any other materials relating to either of them; and (ii) destroying, deleting, erasing, obscuring, transferring or otherwise disposing of Management's intellectual property or information technology including any computer code, structure, process or other component relating to the Application or the application developed for the other fund or any other materials relating to either of them;

(b) On the second cause of action, for a judgment directing each of the defendants and those acting in concert with them to identify the third parties to whom they delivered Management's confidential and proprietary intellectual property and information technology, and to return to Management any and all Management intellectual property or information technology including any computer code, structure, process or other component relating to the Application or the application developed for the other fund or any other materials relating to either of them;

(c) On the third cause of action, for damages in an amount to be determined at trial, plus interest;

(d) On the fourth cause of action, for damages in an amount to be determined at trial, plus interest;

(e) On the fifth cause of action, for damages in an amount to be determined at trial, plus interest;

(f) On the sixth cause of action, for damages in an amount to be determined at trial, plus interest;

(g) On the seventh cause of action, for damages in an amount to be determined at trial, plus interest;

(h) On the eighth cause of action, for damages in an amount to be determined at trial, plus interest;

(i) On the ninth cause of action, for damages in an amount to be determined at trial, plus interest;

(j) On the tenth cause of action, for an accounting of all monies, profits and benefits received by each of the defendants relating in any way to Management's intellectual property or information technology including the Application and all of its computer code, structures, processes and other components;

(k) For the costs and disbursements incurred by Management in this matter, including reasonable attorneys' fees; and

(l) For such other and further relief as may be just and proper.

Dated: January 25, 2008

KLEINBERG, KAPLAN, WOLFF & COHEN, P.C.

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Attorneys for **ELLIOTT MANAGEMENT CORPORATION**

VERIFICATION

The foregoing Verified Complaint has been reviewed by me and is complete and correct, except in cases in which the allegations are asserted upon information and belief, and in those cases I believe they are accurate to the best of my knowledge and belief.

ELLIOTT MANAGEMENT CORPORATION

By: ______________________

Title: Executive Operating Officer

Sworn to me before this
25th day of January 2008

Notary Public
BONNIE J. LOEB
Notary Public, State of New York
No. 01LO4728600
Qualified in New York County
Commission Expires December 31, 20 10

DPARKE\128265.5 - 1/25/08

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SUPREME COURT STATE OF NEW YORK APPROVED COMMERCIAL DIVISION SUPPORT OFFICE ☒ MOT ☐ X Com CLERK'S INITIALS

At IAS Part 39 of the Supreme Court of the State of New York, County of New York, held at the Courthouse, 60 Centre Street, New York, New York, on the 25 day of January2008.

~~00105~~

PRESENT: H Freedman, J.S.C.

ELLIOTT MANAGEMENT CORPORATION, Plaintiff, - against - ALAN HIRST, RAGUMARN SRINIVASAN, S TECH and ALOMGIR MIAH, Defendants.	MOTION SEQUENCE # 001 Index No. 600239/08 **ORDER TO SHOW CAUSE**

Upon reading the Verified Complaint sworn to on January 25, 2008, the Emergency Affidavit in Support of Motion for Temporary Restraining Order sworn to on January 25, 2008, and sufficient cause appearing therefore, it is hereby

ORDERED that defendants Alan Hirst, Ragumarn Srinivasan, S Tech and Alomgir Miah (the "Defendants") show cause at IAS Part 39 of this Court, at 60 Centre Street, New York, New York, Room 208, on the 7th day of ~~January~~ Feb, 2008 at ~~9:30 a.m.~~ 2:00 pm, or as soon thereafter as counsel can be heard, why an order should not be entered, pursuant to Rules 6301, 7102 and 105(u) of the Civil Practice Law and Rules, (a) preliminarily restraining each of the Defendants and all persons and entities acting in concert with them, pending final judgment, from utilizing, copying, disseminating, transferring, deleting, erasing, destroying, discarding, obscuring or otherwise disposing of any intellectual property or information technology belonging to plaintiff including, without limitation, the computer code, structures, processes and other components relating to plaintiff's portfolio management computer application, the computer application developed by Defendants for a certain other fund, and any other materials related to either of them; (b) directing defendants Hirst, Srinivasan and S Tech and all persons and entities acting in concert with them to return to plaintiff forthwith any and all intellectual property or information technology belonging to plaintiff including, without limitation, the computer code, structures, processes and other components relating to plaintiff's portfolio management computer application; and (c) granting such further and additional relief as may be just and appropriate;

IT IS FURTHER ORDERED that, pending the hearing ~~and disposition~~ of this motion, Defendants and all persons and entities acting in concert with them are each temporarily restrained from utilizing, copying, disseminating, transferring, deleting, erasing, destroying, discarding, obscuring or otherwise disposing of any intellectual property or information technology belonging to plaintiff including, without limitation, the computer code, structures, processes and other components relating to plaintiff's portfolio management computer application, the computer application developed by Defendants for a certain other fund, and any other materials related to either of them;

JSC

IT IS FURTHER ORDERED that Defendants shall serve their respective opposition to this motion, if any, so as to be received by counsel for plaintiff by no later than January 28, 2008; and

IT IS FURTHER ORDERED that personal service upon each of the Defendants with a copy of this Order, along with any supporting papers, on or before January 30, 2008, shall be deemed to be good and sufficient service.

ENTER:

J.S.C.

ORAL ARGUMENT DIRECTED

J.S.C.

MROSEN\128308.2 - 1/25/08

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ELLIOTT MANAGEMENT CORPORATION, Plaintiff, - against - ALAN HIRST, RAGUMARN SRINIVASAN, S TECH and ALOMGIR MIAH, Defendants.	Index No. 600239/08 **AFFIDAVIT IN SUPPORT OF EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

MARC R. ROSEN, being duly sworn, deposes and says:

1. I am associated with Kleinberg, Kaplan, Wolff & Cohen, P.C., attorneys for plaintiff Elliott Management Corporation ("Management"). I respectfully submit this affidavit in support of Management's emergency motion for an order directing that, pending the hearing and disposition of this motion, defendants Alan Hirst ("Hirst"), Ragumarn Srinivasan ("Srinivasan"), S Tech ("S Tech") and Alomgir Miah ("Miah") (collectively, the "Defendants"), and all persons and entities acting in concert with them, each be temporarily restrained from utilizing, copying, disseminating, transferring, deleting, erasing, destroying, discarding, obscuring or otherwise disposing of any intellectual property or information technology belonging to Management including, without limitation, the computer code, structures, processes and other components relating to Management's portfolio management computer application (the "Application"), the

computer application developed by Defendants for a certain other fund, and any other materials related to either of them.

2. Management brings this motion to seek redress against the Defendants and other acting in concert with them for stealing, usurping and misappropriating confidential and proprietary intellectual property and information technology developed by and belonging to Management, and for converting and disseminating this property and technology for their own use.

3. As set forth in the accompanying Affidavit of Keith Horn sworn to on January 25, 2008, defendants Hirst and S Tech, in or about October 2007, were contractors or subcontractors on a project for a fund unrelated to Management and were hired to develop an application for the other fund that would perform similar functions as does the Application. Facing a tight deadline to have that application at the other fund up, running and functional, and unable to meet that deadline by writing the code for that application, Hirst and S Tech conspired with Srinivasan and Miah to misappropriate the computer code, structure, process and other components of the Application from Management and to use it to build the application for the other fund.

4. Hirst and S Tech first approached Srinivasan who, in violation of his agreements with Management, accepted the assignment and performed work for Hirst and S Tech. In further violation of his agreements with Management, Srinivasan then recruited Miah to work with him on this illicit project. Miah, in violation of his agreements with Management, agreed to do so.

5. As part of their illicit work for Hirst and S Tech, Srinivasan and Miah copied and misappropriated substantial amounts of the confidential and proprietary computer code, structure, process and other components of the Application that had been developed by Management and used them to help build the application for the other fund. Hirst and S Tech had knowledge of the misappropriation by Srinivasan and Miah and, upon information and belief, requested that they misappropriate Management's proprietary property and information technology.

6. In particular, and without limitation, each of Srinivasan and Miah copied the computer code for the Application onto at least the Management laptops they had been issued in connection with their work at Management and also onto personal laptops purchased by Srinivasan for the purpose of their illicit work for the other fund. Upon information and belief, the computer code for the Application also has been copied to other places, including devices in the possession and control of Srinivasan as well as Hirst and S Tech.

7. Management learned of defendants' illicit activity on January 16, 2008. Management immediately terminated Srinivasan's employment and took immediate steps to secure its computer network from any further improper invasion by Srinivasan, Miah or others. Management had personnel from its Information Technology Department accompany each of Srinivasan and Miah to his home to collect all Management property from them, including their Management laptops, as well as the personal laptops onto which Srinivasan had copied the Application's computer code.

8. While on the way to his home, Srinivasan had several telephone conversations. One conversation was in English to a person with a British accent believed to be Hirst. The Information Technology person accompanying Srinivasan could hear the person with the British accent repeatedly saying "Erase everything." The other conversation was believed to be with Srinivasan's wife. Although that conversation was not primarily in English, the Management Information Technology person accompanying Srinivasan heard them use the words "personal laptop."

9. When Srinivasan and the Management Information Technology person arrived at Srinivasan's home, Srinivasan would not permit the Management person to enter. Rather, Srinivasan went into the house and stayed inside for approximately 10 minutes, turning over in piecemeal Management's property, including the Management laptop he had been issued. The inference was unmistakable that Srinivasan had indeed attempted to "erase everything" as he had been told to do by his British-accented colleague.

10. Amazingly, when Srinivasan emerged from his home, he reported that he had "discovered" that his wife (to whom he had spoken about his personal laptop less than an hour before) had taken the laptop with her and that it was not at home.

11. Srinivasan, who first volunteered to do so, has failed and refused to turn over to Management the personal laptop onto which he copied the computer code for the Application.

12. Upon information and belief, Hirst, S Tech, Srinivasan and others acting in concert with them have retained copies of the computer code, structure, process and other components of Management's Application so that they may continue to develop and service the application they installed for the other fund, as well as to attempt to market it to others. They are, upon information and belief, continuing to take steps to "erase" all traces of the code and other components of the Application that would show that they were misappropriated from Management.

13. Absent the requested temporary restraining order, Management will be damaged irreparably. Because it appears that Srinivasan, Hirst, S Tech and others may be attempting to "erase everything," that notice of this action as well as Management's request for injunctive relief (along with the filing of a Request for Judicial Intervention) may very well cause them to accelerate that effort, and that time is of the essence, Management requests that the Request for Judicial Intervention be filed (at least initially) and a temporary restraining order issue on an ex parte basis.

14. Management has not made any prior requests for the relief requested in this motion.

Marc R. Rosen

Sworn to me before this
25th day of January, 2008

Notary Public

IRENE C. STERN
Notary Public, State of New York
No. 01ST4975517
Qualified in New York County
Commission Expires December 10, 2010

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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[signature]
Marc R. Rosen

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25th day of January, 2008

[signature]
Notary Public

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Qualified in New York County
Commission Expires December 10, 2010

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